CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
SPECIFICATIONS
FOR
SANITARY SEWER REHABILITATION

NEILSON ST BACKLINE, THOUSAND OAKS BLVD BACKLINE,
PORTLAND AVE BACKLINE, PERALTA AVE, SAN LORENZO AVE
/WASHINGTON AVE, CAPISTRANO AVE, MIRAMAR AVE BACKLINE,
THE ALAMEDA BACKLINE, ARLINGTON AVE BACKLINE, MICHIGAN
AVE BACKLINE, ALAMO AVE BACKLINE, SAN DIEGO RD AND
BACKLINE, SANTA BARBARA RD AND BACKLINE, SAN LUIS RD
BACKLINE, HENRY ST BACKLINE, BERRYMAN ST AND BACKLINE,
GRIZZLY PEAK BLVD AND BACKLINE, CYPRESS ST/BUENA AVE,
ROSE ST, GRANT ST, EDITH ST, AND MILVIA ST BACKLINE

SPECIFICATION NO. 20-11352-C
November 2019

PRE-BID CONFERENCE: October 25, 2019
BID OPENING DATE: November 7, 2019

Approved By:

Phillip L. Harrington
Director, Dept. of Public Works

1947 CENTER STREET, 4TH FLOOR, BERKELEY, CALIFORNIA 94704
(510) 981-6400
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS
FOR
NEILSON ST BACKLINE, THOUSAND OAKS BLVD BACKLINE, PORTLAND AVE BACKLINE, PERALTA AVE, SAN LORENZO AVE/WASHINGTON AVE, CAPISTRANO AVE, MIRAMAR AVE BACKLINE, THE ALAMEDA BACKLINE, ARLINGTON AVE BACKLINE, MICHIGAN AVE BACKLINE, ALAMO AVE BACKLINE, SAN DIEGO RD AND BACKLINE, SANTA BARBARA RD AND BACKLINE, SAN LUIS RD BACKLINE, HENRY ST BACKLINE, BERRYMAN ST AND BACKLINE, GRIZZLY PEAK BLVD AND BACKLINE, CYPRESS ST/BUENA AVE, ROSE ST, GRANT ST, EDITH ST, AND MILVIA ST BACKLINE

SPECIFICATION NO. 20-11352-C

Prepared Under the Direction of:

[Signature]
Supervising Civil Engineer

Reviewed By:

[Signature]
Nisha Patel, P.E.
Manager of Engineering/City Engineer

Engineering Division
1947 Center Street, 4th Floor
Berkeley, California 94704
Project Engineer: Tiffany Pham, Associate Civil Engineer
ATTENTION

1. A PRE-BID MEETING WILL BE HELD FOR ALL CONTRACTORS TO VISIT AND EXAMINE BACKLINE SITES. THE MEETING WILL TAKE PLACE ON OCTOBER 25th AT 1 P.M. PROSPECTIVE BIDDERS SHALL MEET AT THE FRONT OF 560 COLUSA AVENUE. DURING THE MEETING CONTRACTORS WILL BE PROVIDED ACCESS TO BACKLINE SITES ON THE 500 BLOCK OF COLUSA AVENUE, 600 BLOCK OF NEILSON STREET, 600 BLOCK OF PERALTA AVENUE, AND 2000 BLOCK OF BERRYMAN STREET. CONTRACTORS SHALL NOT ACCESS BACKLINE SITES AT ANY OTHER TIME DURING THE BID PERIOD.

2. THE CONTRACTOR SHALL SUBMIT ALL CONTRACT DOCUMENTS INCLUDING BONDS AND INSURANCE BEFORE: December 18, 2019

3. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS AND GUIDELINES OF ALL REGULATORY AGENCIES.

4. THE CONTRACTOR SHALL READ ALL BID ITEMS CAREFULLY AS SOME OF THE ITEMS MAY HAVE CHANGED.

5. THE CITY RESERVED THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

6. DURING CONSTRUCTION, THE CONTRACTOR MAY BE REQUIRED TO ATTEND WEEKLY MEETINGS AT THE ENGINEER’S OFFICE.

7. THIS PROJECT IS SUBJECT TO STATE OF CALIFORNIA SB 854 – PUBLIC WORKS REFORM

8. CONTRACTOR SHALL PERFORM POST-CONSTRUCTION CCTV INSPECTIONS AND PROVIDE WRITTEN REPORTS TO THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT. THE WRITTEN REPORT SHALL INCLUDE A NASSCO PIPELINE ASSESSMENT CERTIFICATION PROGRAM (PACP) CODING OF ALL DEFECTS. THE PACP CODING SHALL BE ACCOMPLISHED BY AN OPERATOR OR WORKER WHO HOLDS CURRENT PACP CERTIFICATION. POST-CONSTRUCTION CCTV INSPECTION REPORT SHALL BE DONE USING POSM FORMAT.
TENTATIVE SCHEDULE
(DATES SUBJECT TO CHANGE)

1. Advertisement          October 11, 2019
2. Bid Opening            November 7, 2019
3. Pre-Award Conference   November 15, 2019
4. Council Award          December 10, 2019
5. Contract Documents Due December 18, 2019
6. Contract Award
   (Notice to Proceed) January 17, 2020
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SANITARY SEWER PROJECT SPECIFICATION NO. 20-11352-C

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PART A
BIDDING CONTRACTUAL DOCUMENTS

SPECIFICATIONS

FOR

SANITARY SEWER REHABILITATION

NEILSON ST BACKLINE, THOUSAND OAKS BLVD BACKLINE, PORTLAND AVE BACKLINE, PERALTA AVE, SAN LORENZO AVE/WASHINGTON AVE, CAPISTRANO AVE, MIRAMAR AVE BACKLINE, THE ALAMEDA BACKLINE, ARLINGTON AVE BACKLINE, MICHIGAN AVE BACKLINE, ALAMO AVE BACKLINE, SAN DIEGO RD AND BACKLINE, SANTA BARBARA RD AND BACKLINE, SAN LUIS RD BACKLINE, HENRY ST BACKLINE, BERRYMAN ST AND BACKLINE, GRIZZLY PEAK BLVD AND BACKLINE, CYPRESS ST/BUENA AVE, ROSE ST, GRANT ST, EDITH ST, AND MILVIA ST BACKLINE

SPECIFICATION NO. 20-11352-C
NOTICE TO BIDDERS

1. Sealed bids will be received by the Finance Department – General Services Division in their office, 2180 Milvia Street, 3rd Floor, Berkeley, California up to the hour of:

2:00 P.M., Thursday, November 7, 2019

at which time bids will be publicly opened and read by a representative of the General Services Division for the work provided for in the plans and specifications. One (1) full set of originals and two (2) additional original signature pages (Page A12) of the bid must be submitted, on forms which were prepared for this purpose and furnished by the City. Proposals must be submitted in a sealed envelope marked SANITARY SEWER REHABILITATION – NEILSON ST, THOUSAND OAKS BLVD, ET AL. SPECIFICATION NO. 20-11352-C.

Pre-Award Conference: The apparent low bidder will be invited to a pre-award conference scheduled for 11:30 A.M., Friday, November 15, 2019 at 1947 Center Street, 4th Floor, Berkeley, CA.

2. Scope of Work:
The work to be done consists of, but is not limited to:

   a) CIPP lining (Method "A") of approximately 1,733 linear feet of 6-inch and 8-inch diameter sanitary sewer main.

   b) Pipe-bursting (Method "B") rehabilitation of approximately 3,751 linear feet of 6-inch and 8-inch diameter sanitary sewer mains.

   c) Traditional Open-trench (Method "C") replacement of approximately 2,094 linear feet of 8-inch, 12-inch, 14-inch, and 20-inch diameter sanitary sewer mains.

   d) Replacement of approximately 1,362 linear feet of 4-inch and 6-inch diameter sanitary sewer laterals.

   e) Construction and rehabilitation of maintenance holes including excavation and related work.

3. California Contractor License Classification required:
   A  General Engineering, or
   C-34  Pipeline, or
   C-42  Sanitation System

4. Location: The work is located on Neilson Street Backline, Thousand Oaks Boulevard Backline, Portland Avenue Backline, Peralta Avenue, San Lorenzo Avenue/Washington Avenue, Capistrano Avenue, Miramar Avenue Backline, The Alameda Backline, Arlington Avenue Backline, Michigan Avenue Backline, Alamo Avenue Backline, San
Diego Road And Backline, Santa Barbara Road and Backline, San Luis Road Backline, Henry Street Backline, Berryman Street and Backline, Grizzly Peak Boulevard and Backline, Cypress Street/Buena Avenue, Rose Street, Grant Street, Edith Street, and Milvia Street Backline. See location map and street plan herein.

5. Plans and Specifications will be made available online for download, under the project’s listing, at the City of Berkeley’s Public Works website under Current Construction Project Bid Opportunities: http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=8432. Bidders are responsible for notifying Tiffany Pham, Associate Civil Engineer, via email at TPham@CityofBerkeley.info to be included on the Planholders List. Please include the following in the email subject header: “Spec. 20-11352-C – Request to be included in project Planholders List”. In the body of the email, please state the Company Name, Address, Telephone Number, and Fax Number.

6. Compliance with SB 854: Public Works Reform: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. The plans and specifications may be examined at the Engineering Office, 1947 Center Street, 4th Floor, Berkeley, California. Hard copies are no longer available for purchase or shipping. Bid documents are available online for download at the web address shown above.

8. Each proposal must be accompanied by an unconditionally certified or cashier’s check or bid bond made payable to the City of Berkeley, and such check or bond shall be in an amount equal to at least 10% of the amount of the bid.

9. Pursuant to City Council Resolution No. 59,853-N.S., each proposal must include a signed copy of the Oppressive States Resolution Disclosure Form regarding the Contractor’s relationships with certain entities in Oppressive States.

10. Each proposal must include a signed copy of the Nuclear Free Zone Disclosure Form.

11. Each proposal must include a signed copy of the Equal Benefits Ordinance Disclosure Form.

12. Each proposal must include a signed copy of the Experience and Financial Qualifications and Taxpayer Identification Report.
13. Pursuant to City Council Resolution No. 68,299-N.S., this contract will be subject to the Community Workforce Agreement approved by the Berkeley City Council on January 23, 2018. The successful bidder and all subcontractors, at any tier, will be required to sign an Agreement to be Bound as a condition precedent to entering into any contract for this project. A copy of the Report and Resolution is attached herein. Refer to Appendix 5 of the Specifications.

14. Prior to starting work, the Contractor must furnish the following:
   
a. Faithful Performance Bond in an amount not less than 100% of the amount of the contract, executed on the City of Berkeley Standard Performance Bond agreement form.

b. Labor and Material Bond in the sum of not less than 100% of the amount of the contract.

c. A certificate of Worker's Compensation Insurance with waiver of subrogation in favor of the City of Berkeley.

d. Commercial general liability insurance coverage is $2 million each occurrence Bodily Injury and $2 million each occurrence Property Damage, with defense costs payable in addition to policy limits.

e. Comprehensive automobile liability insurance is $2 million each occurrence Bodily Injury and $2 million each occurrence Property Damage.

f. Insurance policies shall contain an endorsement naming the City, their employees, representatives and agents as additional insureds, but only with respect to liability arising out of the activities of the named insured.

g. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

h. Written notice of cancellation or of any limits reduction or change in said policy shall be mailed to the City and the Project Manager thirty (30) days in advance of the effective date thereof.

i. Contractor's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.

15. All forms and insurance certificates must have original signatures in blue ink.

16. See attached BIDDER’S AND CONTRACTOR’S CHECK LIST for additional items to be submitted.
17. In accordance with California State Labor Code, the wage scale is on file with the Engineering Office, or is attached herewith.

18. Award will be made by the City Council at a meeting within 75 days subsequent to the date set for bid opening. The Council reserves the right to reject any or all bids or any combination of bids.

19. **Questions and Addendums:**

   a. General information or plan holder’s list: (510) 981-6400.

   b. Questions concerning the anticipated work or scope of the project should be directed to Tiffany Pham, Associate Civil Engineer, at 510-981-6427 or TPham@CityofBerkeley.info, of the Engineering Division, 1947 Center Street, 4th Floor, Berkeley, CA 94704, at (510) 981-6400, **no later than 5:00 P.M., Wednesday, October 30, 2019.**

   c. It is the bidder’s responsibility to check for answers to questions or any addenda on the City of Berkeley’s website at: [http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=8432](http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=8432).

General Services Manager
BIDDER’S AND CONTRACTOR’S CHECK LIST

Items Required at Bid Opening: 2:00 pm, Thursday, November 7, 2019
- Bidder's Proposals (One full set of originals, Pages A6-A12; and two additional original signature pages, Page A12, signed in BLUE ink)
- Addenda (if any)
- Bid Bond – At least 10% of Total Base Bid
- Experience and Financial Qualifications (Page A13)
- Taxpayer Identification Report (Page A14)
- Nuclear Free Zone Disclosure Form (Page A19)
- Oppressive States Compliance Statement (Pages A20-A21)
- Equal Benefits Ordinance Disclosure Form (Page A23-A25)

Items Required at Pre-Award (Non-Discrimination and Contract Compliance) Conference:
11:30 A.M., Friday, November 15, 2019
- Memorandum of Understanding (Page A15)
- Work Force Composition Form (Page A16, A17)
- Agreement for Change in Sub-Contractors (Page A18)
- Right to Audit Form (Page A22)
- Certification of Compliance with Equal Benefits Ordinance (Form EBO-1) (Pages A26-A27)
- First Source Agreement (Engineer’s Estimate less than $500,000) (Pages A33-A34)
  OR
  Community Workforce Agreement To Be Bound and Hiring Plan (Engineer’s Estimate of $500,000 or greater) (Pages A35-A36)*
- MBE/WBE Certification from Caltrans, Oakland, or San Francisco
- Proof of Compliance with SB 854

Items Required After Contract Award by City Council and Prior to Construction:
- Commercial General and Automobile Liability Endorsement form (Page A28)
- Worker's Compensation Insurance - Statutory Amount
- Liability Insurance - $2,000,000
- Performance Bond - 100% (executed on enclosed Performance Bond form) (Pages A29-A31)
- Labor and Material Bond- 100%
- Copy of City of Berkeley Business License
- Copy of State of California Contractor’s License
- Work Schedule
- Submittals required at pre-construction meeting

Items Required During Construction:
- Work Schedule updates
- Weekly Payroll Statement (Fed Form WH-347 or equivalent)
- Monthly Manpower Utilization Report (DPR 356 or Fed Form 257)**
- Correspondence with unions and minority/female organizations

Items Required Upon Completion of Project:
- Guarantee Bond - 10%
- Post-Construction CCTV and logs
- As-Built Drawings

* This project is subject to the Community Workforce Agreement
** DPR-State Department of Parks and Recreation
BIDDER'S PROPOSAL

Bidders submitting proposals shall be very careful to follow all requirements in connection therewith. A checklist has been attached for guidance in complying with all phases of the bid process and project. Any proposal not complying with all these requirements may be rejected.

TO THE HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL

Pursuant to the provisions of the plans, specifications and contract documents, the undersigned proposed to perform the work as described therein in a manner satisfactory to the responsible City official. All material, equipment, tools, labor and services necessary to the work will be furnished by the undersigned. All laws and ordinances relating to the work will be complied with, and a business license to do business in the City will be obtained. The undersigned declares that the plans, specifications, contract documents and the site of the work have been thoroughly examined and that this proposal is made without collusion with any person, firm, or corporation.

Execution of the proposal by the undersigned bidder shall become a binding contract on the parties when the award of a contract pursuant to said proposal is authorized by resolution of the City Council, where or as required by the Charter of the City of Berkeley, and the proposal is executed in writing in the name of the City by the City Manager, or an officer who is his/her authorized representative.

The undersigned agrees that when his proposal is executed he will furnish specified bonds and insurance, and he will begin work within the time specified, and complete work within the contract period or agree to the assessment of liquidated damages, all as stipulated in the attached pages of the Bidder's Proposal.

As a guaranty that the terms of this proposal will be complied with, the undersigned submits herewith a proposal guaranty for an amount equal to at least Ten Percent (10%) of his total bid.

All subcontractors who will perform work for the bidder on this project in the amount in excess of one-half of one percent (0.5%) of the total bid, including labor, materials and equipment, or work specifically fabricated off the job site according to detailed drawings contained in the plans, shall be listed, pursuant to Sections 4100 to 4113, inclusive of the California Government Code.
### BIDDER'S PROPOSAL (continued)

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<th>Subcontractor License No.</th>
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<th>$ Amount</th>
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Contractors California License Number: ____________________________

License Expiration Date: ____________________________

I declare that representations made in this bid are under penalty of perjury.

_________________________  ____________________________
Signature                  Title

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**
## BIDDER'S PROPOSAL

### (continued)

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<td>1.</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Traffic Control Plan and Provisions</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Lighted Message Board</td>
<td>2</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Pre-Construction Audio/Video Survey and Distribution of Public Notices</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Pre-Construction Closed Circuit Television (CCTV) Inspection and Location of Active Sewer Laterals</td>
<td>8,833</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Construction Staking and Cut Sheets</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Rehabilitate Existing Maintenance Hole, All Depths; Includes New Drop Manhole Installation</td>
<td>69</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>Construct Std. Maintenance Hole and Drop Maintenance Hole, Eccentric Cones, All Depths</td>
<td>8</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>Remove Existing Structures and Construct Std. Maintenance Hole, Drop Maintenance Hole, or Lamphole, Eccentric Cones, All Depths</td>
<td>19</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10a.</td>
<td>Rehabilitation by Method &quot;A&quot; Cured-In-Place-Pipe (CIPP) liner for 6-inch Diameter; Includes Point Repairs to Correct Sags</td>
<td>1,215</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10b.</td>
<td>Rehabilitation by Method &quot;A&quot; Cured-In-Place-Pipe (CIPP) liner for 8-inch Diameter; Includes Point Repairs to Correct Sags</td>
<td>518</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11a.</td>
<td>Rehabilitation by Sliplining for 4-inch Diameter Inside 6-inch Diameter; Includes Point Repairs to Correct Sags</td>
<td>20</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>ESTIMATED QUANTITY</td>
<td>UNIT</td>
<td>UNIT COST</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>---------</td>
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<td>------------</td>
</tr>
<tr>
<td>11b.</td>
<td>Rehabilitation by Method &quot;B&quot; Pipe Splitting or Other Comparable Method for Increasing Pipe Size From 6-inch to 6-inch, 6-inch to 8-inch, or 8-inch to 8-inch Diameter; Includes Point Repairs to Correct Sags</td>
<td>3,731</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12a.</td>
<td>Sewer Construction and Replacement by Method &quot;C&quot; Traditional Open Trench Method, for Increasing Pipe Size From 4-inch to 6-inch, 6-inch to 8-inch or 8-inch to 8-inch Diameter; Includes Point Repair of Sags</td>
<td>498</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12b.</td>
<td>Sewer Construction and Replacement by Method &quot;C&quot; Traditional Open Trench Method, for Increasing Pipe Size From 12-inch to 12-inch Diameter or 12-inch to 14-inch Diameter; Includes Point Repair of Sags</td>
<td>14</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12c.</td>
<td>Sewer Construction and Replacement by Method &quot;C&quot; Traditional Open Trench Method, for Increasing Pipe Size From 12-inch to 20-inch Diameter; Includes Point Repair of Sags</td>
<td>1,263</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12d.</td>
<td>Sewer Construction and Replacement by Method &quot;C&quot; Traditional Open Trench Method by Hand Trenching, for Increasing Pipe Size From 4-inch to 6-inch, 6-inch to 8-inch or 8-inch to 8-inch Diameter; Includes Point Repair of Sags</td>
<td>319</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.</td>
<td>Lower Lateral Reconstruction (Typically 4-inch and 6-inch Laterals)</td>
<td>1,362</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>ESTIMATED QUANTITY</td>
<td>UNIT</td>
<td>UNIT COST</td>
<td>TOTAL COST</td>
</tr>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>------------</td>
</tr>
<tr>
<td>15.</td>
<td>Connection of Active Laterals to New or Rehabilitated Sanitary Sewer main or Maintenance Hole; Includes Using Top Hats</td>
<td>135</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17.</td>
<td>Remove Existing and Construct Standard Curb and Gutter</td>
<td>200</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18.</td>
<td>Remove Existing, and Construct Standard Sidewalk and Driveway</td>
<td>1,700</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>19.</td>
<td>Utility Crossings Not Shown and/or Identified on the Plans and Not Marked in the Street, Length of Crossing &lt;25 feet, 1/2-inch to 6 inch diameter.</td>
<td>10</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>20.</td>
<td>Utility Crossings Not Shown and/or Identified on the Plans and Not Marked in the Street, Length of Crossing &lt;25 feet, Diameter &gt; 6-inches</td>
<td>10</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>21.</td>
<td>Rock excavation</td>
<td>10</td>
<td>CY</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>22.</td>
<td>Preservation, Reconstruction, Replacement of City monuments</td>
<td>5</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>23.</td>
<td>Supplemental Work</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>24.</td>
<td>Bay Area Rapid Transit (BART) District Permit to Enter</td>
<td>Not Used</td>
<td>LS</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>25.</td>
<td>Caltrans Encroachment Permit / Work Authorization</td>
<td>Not Used</td>
<td>LS</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>26.</td>
<td>City of Albany - Additional Traffic Control Requirements and Review for Permit</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
### BIDDER'S PROPOSAL (continued)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.</td>
<td>Stormwater Pollution Control and Sewage Spill Prevention and Response Requirements</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>28.</td>
<td>Sewer Bypass (for Sewer Mains 27&quot; and Larger)</td>
<td>Not Used</td>
<td>LS</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>29.</td>
<td>Investigate Other Existing Sewer Mains, Sewer Structures and Laterals</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>30.</td>
<td>California Department of Fish and Wildlife, Creek Permit - Additional Requirements For Work Adjacent to City's Creek</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>31.</td>
<td>Point (Spot) Repair; All Depths</td>
<td>5</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>32.</td>
<td>Plug and Abandon Existing Sewer Mains, Sewer Structures, and Laterals</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL COST** $  

**TOTAL BID PRICE IN WORDS AND IN FIGURES:** ________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

DOLLARS AND _______________________________ CENTS/($__________________)
The undersigned bidder agrees to accept payment in full for the work at the price set forth above in accordance with provisions of the contract documents and agrees to start within Fifteen (15) WORKING days following issuance of the Notice to Proceed and to complete all work specified in the contract documents in accordance with the plans and specifications within Eighty (80) WORKING days. The Notice to Proceed will be issued when the contract is fully executed. The contract construction time is inclusive of the time for delivery of materials. By execution of this contract the City and the Bidder do hereby agree that the value of damage associated with the delay of the work is difficult to ascertain. Therefore the Bidder agrees further to the assessment of liquidated damages in the amount of Two Thousand Dollars ($2,000) for each working day that the construction work remains incomplete beyond the expiration of the above construction time. The term of the contract is One Hundred Twenty-Five (125) WORKING days which include an additional Forty-Five (45) WORKING days for project closeout beyond the above construction time.

Company: ___________________________ Address: ___________________________

By: __________________________________

Title: ___________________________ Phone: ___________________________

Taxpayer I.D. No.: ___________________________ Date: ___________________________

Corporation Yes [ ] No [ ]

(The following spaces to be used by the City)

Pursuant to City of Berkeley Council Resolution No. ______ N.S. adopted on ________, the City of Berkeley agrees to pay ___________________________ the prices set forth above for the Total Base Bid in the amount of ___________________________ ($___________), in accordance with the terms and conditions set forth in Specification No. 20-11352-C. The Contractor shall complete all work specified in the contract documents in accordance with the plans and specifications within One Hundred Twenty-Five (125) WORKING days from the date established in the Notice-to-Proceed.

CITY OF BERKELEY

Dated: ________________ By: ___________________________

City Manager

Registered By: ___________________________

Auditor

Attested By: ___________________________
EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License Number ________
for a period of _________ years.

The bidder's three most recently completed contracts are:

<table>
<thead>
<tr>
<th>I</th>
<th>II</th>
<th>III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer in Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Accepted</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reference is hereby made to the following Bank or Banks as to the financial responsibility of the bidder:

Name of Bank _____________________ Address ______________________

Reference is hereby made to the following Surety Companies as to the financial responsibility and
general reliability of the bidder:

Company _______________________ Address ______________________

_________________________________________________________________

Signature of Bidder
TAXPAYER IDENTIFICATION REPORT

COMPANY NAME _______________________________________

_______________________________________

MAILING ADDRESS _______________________________________

_______________________________________

SOCIAL SECURITY NUMBER: ______________________________

OR

EMPLOYER IDENTIFICATION NUMBER: ______________________________

My Company is a Corporation [ ]

My Company is not a Corporation [ ]

I certify that the above information is true and correct:

__________________________________________________________________________

Name

__________________________________________________________________________

Title

The Tax Equity and Fiscal Responsibility Act of 1982 (Public Law 97-248) requires the above reporting information be furnished to the City.

Persons who do not furnish their tax information numbers become subject to backup withholding by the City at a rate of 20% from each disbursement made to the recipient.
CITY OF BERKELEY
MEMORANDUM OF UNDERSTANDING
(MOU)

1. In the performance of this contract the Contractor (and all Subcontractors) agrees not to discriminate pursuant to Section 13.26 of the Berkeley Municipal Code.

2. In the performance of this contract the Contractor agrees that he/she is also responsible for his/her Subcontractor’s compliance with Section 13.26 of the Berkeley Municipal Code.

3. For contracts that are not governed by a Community Workforce Agreement, the Contractor agrees to comply with Section 13.26 of the Municipal Code as applied to the First Source Program (see section 13.26.080).

The Contractor agrees to submit periodic employment and wage reports to the City's Contract Compliance Officer upon reasonable request.

__________________________________________  ________________________________
Contractor    City Engineer or designee

__________________________________________  ________________________________
Date     Date
WORKFORCE COMPOSITION OCCUPATIONAL CATEGORIES

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.
WORKFORCE COMPOSITION FORM FOR ALL CONSTRUCTION CONTRACTS

This form is to be completed and submitted prior to the Non-Discrimination Contract Compliance Conference with the City of Berkeley Contract Compliance Officer. The Contractor and all Subcontractors who will do work valued at $3,000 or more are required to submit this form. Weekly payroll reports will be compared to this listing to monitor compliance with the City of Berkeley Municipal Code Section 13.26. A payroll printout or other listing of employees providing the same information will be accepted.

Name of Contractor/Subcontractor: _____________________________

Project: Sanitary Sewer Rehabilitation – NEILSON ST, THOUSAND OAKS BLVD, ET AL.

<table>
<thead>
<tr>
<th>Name</th>
<th>Race*</th>
<th>Sex**</th>
<th>Trade/Craft</th>
<th>Hourly Base Rate</th>
<th>Hire Date</th>
<th>Employees to be used on this project</th>
</tr>
</thead>
</table>

* A=Asian or Pacific Islander
AI=American Indian
B=Afro American
C=Caucasian
H=Hispanic (Mexican, Puerto Rican, Spanish, Cuban, Chicano, Central or South American)

** M = Male
F = Female

Signature of Contractor/Subcontractor: _______________________________ Date: ___________________

Verified By: ______________________________________________________
City Engineer or designee
AGREEMENT FOR CHANGE IN SUB-CONTRACTORS

I agree to use the Subcontractor(s) listed in the signed contract with the City of Berkeley. If it should become necessary to change Subcontractors, I will notify the Public Works Engineering Division by completing the following information:

<table>
<thead>
<tr>
<th>Current Subcontractor(s)</th>
<th>Alternate Subcontractors</th>
<th>Reason for Change</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Signed by: 
Prime Contractor

Verified by: 
Subcontractor
City Engineer or designee

Date: ________________ Date: ________________ Date: ________________
CITY OF BERKELEY
NUCLEAR FREE ZONE DISCLOSURE FORM

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, this disclosure form may be signed by more than one individual, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ___________________________  Title: ___________________________

Signature: ___________________________  Date: ___________________________

Business Entity: ___________________________

Specification Name & No.:
SANITARY SEWER REHABILITATION
NEILSON ST, THOUSAND OAKS BLVD, ET AL.
SPECIFICATION NO. 20-11352-C

A19
CITY OF BERKELEY
OPPRESSIVE STATES COMPLIANCE STATEMENT FOR COMMODITIES

The undersigned, an authorized agent of ________________________________ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Commodities" includes, but is not limited to, any tangible supplies, goods, vehicles, machinery or equipment.

“Personal Services” means “the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship.”

"Oppressive State" means:
Tibet Autonomous Region and the Provinces of Ado, Kham and U-Tsang.

The Commodities, which Vendor proposes to supply to the City, are not manufactured, assembled, extracted, harvested or refined in any Oppressive State. Vendor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at anytime during the term of the contract, it buys, sells, leases or distributes Commodities in the conduct of business with, or provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.
The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ___________________________________ Title: ___________________
Signature: ___________________________________ Date: ___________________
Business Entity: ____________________________________________________________

Specification Name & No.:
SANITARY SEWER REHABILITATION
NEILSON ST, THOUSAND OAKS BLVD, ET AL.
SPECIFICATION NO. 20-11352-C

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: ___________________________ Date: ___________________
CITY OF BERKELEY
RIGHT TO AUDIT FORM

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor’s office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor’s employees and make all such financial, performance and compliance records available to the Auditor’s office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Signed: ___________________________________________ Date: _______________

Print Name & Title: __________________________________________________________

Company: _______________________________________________________________

**City Auditor’s Office Telephone No. (510) 665-7628"
CITY OF BERKELEY

NOTICE REGARDING THE EQUAL BENEFITS ORDINANCE

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor shall be required, during the performance of the agreement, to comply with the City’s non-discrimination provisions of the Equal Benefits Ordinance (EBO) as set forth in Berkeley Municipal Code, Chapter 13.29.

The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of $25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of $100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate $350,000 or more in annual gross receipts
- Entities which receive a grant agreement of $100,000 or more

Contractors who are subject to the EBO must certify to the City that they are in compliance with the EBO and post this notice in a conspicuous place where all employees can see it. Subject contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In such cases, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

Violations

Any suspected violations of the EBO should be reported to:

EBO Compliance Officer,
City Manager’s Office
2180 Milvia Street, Berkeley, CA 94704
510-981-7000
CITY OF BERKELEY
EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor (“Contractor”) may be required, during the performance of the contract, to comply with the City’s non-discrimination provisions of the Equal Benefits Ordinance (“EBO”) as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner’s with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of $25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of $100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate $350,000 or more in annual gross receipts
- Entities which receive a grant agreement of $100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

(1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
(2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor’s infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
(3) until the expiration of a Contractor’s current collective bargaining agreement(s)
CITY OF BERKELEY
EQUAL BENEFITS ORDINANCE DISCLOSURE FORM
(continued)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: ______________________________ Title: ______________________________

Signature: ______________________________ Date: ______________________________

Business Entity: _______________________________________________________________

Specification Name & No.:
SANITARY SEWER REHABILITATION
NEILSON ST, THOUSAND OAKS BLVD, ET AL.
SPECIFICATION NO. 20-11352-C
**SECTION 1. CONTRACTOR/VENDOR INFORMATION**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
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<tr>
<td>Address:</td>
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<td>Contact Person:</td>
<td>State:</td>
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<td>E-mail Address:</td>
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<td></td>
<td>Telephone:</td>
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<td>Fax No.:</td>
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**SECTION 2. COMPLIANCE QUESTIONS**

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
   [ ] Yes  [ ] No  *(If “Yes,” proceed to Section 5; if “No”, continue to the next question.)*

B. Does your company provide (or make available at the employees’ expense) any employee benefits?  
   [ ] Yes  [ ] No  
   If “Yes,” continue to Question C.  
   If “No,” proceed to Section 5. *(The EBO is not applicable to you.)*

C. Does your company provide (or make available at the employees’ expense) any benefits to the spouse of an employee?  
   ………………………………………………………………………………………… [ ] Yes  [ ] No

D. Does your company provide (or make available at the employees’ expense) any benefits to the domestic partner of an employee?  
   [ ] Yes  [ ] No  
   If you answered “No” to both Questions C and D, proceed to Section 5. *(The EBO is not applicable to this contract.)*  
   If you answered “Yes” to both Questions C and D, please continue to Question E.  
   If you answered “Yes” to Question C and “No” to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?  
   ………………………………………………………………………………………… [ ] Yes  [ ] No  
   If you answered “Yes,” proceed to Section 4. *(You are in compliance with the EBO.)*  
   If you answered “No,” continue to Section 3.

**SECTION 3. PROVISIONAL COMPLIANCE**

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:  
   [ ] By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or  
   [ ] At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months; or  
   [ ] Upon expiration of the contractor’s current collective bargaining agreement(s).
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* .......................... □ Yes  □ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _______________, in the year __________, at __________________, _____ (City) (State)

_____________________________________  ______________________________________
Name  (please print)        Signature

_____________________________________  ______________________________________
Title            Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)
☐ One-Person Contractor/Vendor    ☐ Full Compliance    ☐ Reasonable Measures
☐ Provisional Compliance Category, Full Compliance by Date: ________________________________

Staff Name(Sign and Print): ___________________________________ Date: ______________________
COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY ENDORSEMENT

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<table>
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<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Exp. Date</th>
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The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is ________________________________________.

2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement: _______________________________________________________.

   The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.

4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to Tiffany Pham, Department of Public Works, 1947 Center Street, 4th Floor, Berkeley, CA. 94704.

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

   The term "City" includes successors and assigns of City and the officers, agents, employees, and volunteers.

_______________________________________
Insurance Company

Date: _____________  By: ______________________________________
Signature of Underwriter's Authorized Representative
KNOW ALL MEN BY THESE PRESENTS,

That we, ____________________________________________________________________
as Principal, and _________________________________________________________________,
a Corporation organized and existing under the laws of the State of ____________________________ and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the City of Berkeley (hereinafter called Obligee),
in the sum of ___________________________________________________________ Dollars ($____________), for the payment whereof well and truly to be made and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that, Whereas, the above named bounden principal entered into a contract dated ________________________, 20_____ with the said Obligee to do and perform the following work, to-wit:

_______________________________________________________________________________

Which contract is hereby referred to, incorporated by reference, and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do, pay and perform, each and every, all and singular, all the matters, provisions, undertakings, covenants, terms, conditions, agreements and things in said contract set forth and specified to be by the said principal kept, done, paid and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above-named Obligee, all loss and damages which said Obligee may sustain by reason of failure
or default, or breach on the part of said Principal, then this obligation shall be void; otherwise to be and remain in full force and effect.

Whenever Principal shall be, and is declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms, provisions, undertakings, covenants, agreements, clauses, and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms, provisions, undertakings, covenants, agreements, clauses, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the amount payable by Obligee to principal under the contract and amendments, thereto, less the amount properly paid by Obligee to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or Corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

If any action or law or in equity is brought to enforce or interpret the provisions of this bond,
the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

SIGNED AND SEALED THIS ____________________________ day of __________________________
________________________________________________, 20 _______.

____________________________________________
Principal

____________________________________________
Surety Attorney In Fact
CITY OF BERKELEY
FIRST SOURCE/LOCAL HIRING POLICY

First Source (B.M.C. 13.26) promotes the hiring of local jobseekers on local and publicly funded construction projects, in addition to non-construction jobs that are created after construction is complete.

In general, the following responsibilities are assumed by the City and general Contractors/Subcontractors.

CITY RESPONSIBILITIES:

1. Coordinate with Unions and CITY-funded employment/training agencies to ensure referral of applicants and training in accordance with CITY commitments.

2. Work with the local workforce development programs to ensure that they thoroughly screen applicants' experience/qualifications for jobs.

3. Follow up with workforce development agencies and employers on outcome of applicants referred for employment and will initiate corrective actions necessary for an effective employment/training delivery system.

4. At its discretion, be responsible for monitoring and, where necessary, enforcing compliance with this Agreement. This will be accomplished through periodic reviews, investigations of grievances and dispute resolution through administrative hearings. Pending conclusion of the hearings, the CONTRACTOR can continue normal operations and hiring.

5. At its discretion, review certified payroll or other relevant reports to determine whether the CONTRACTOR has maintained good faith efforts to hire and provide opportunities for Berkeley residents.

6. Ensure that local workforce development programs and Berkeley Housing Authority (for HUD Section 3 compliance where applicable) are notified that the First Source Agreement is in place.

GENERAL CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES:

Compliance with the City of Berkeley Non-Discrimination policy and employment goal as it relates to the First Source Program:

1. Meeting employment goals contained in the City construction component.
2. Notifying City or City's designee of project labor needs.
3. Interviewing qualified Berkeley residents before others are interviewed.
4. Providing information to City of application-for-work procedures.
CITY OF BERKELEY
FIRST SOURCE AGREEMENT

I certify that:

I I am authorized to enter into this agreement on behalf of the company whose name appears below ("Contractor").

II Contractor understands and agrees to comply with the First Source Program as described in Berkeley Municipal Code Section 13.26.080.

III Contractor understands that agreement with Berkeley Municipal Code Section 13.26.080 means that Contractor agrees as follows:

A. To interview and consider qualified Berkeley applicants before interviewing others.

B. To notify the applicable Union Hall(s) as to the local hiring requirement for this project and to request qualified Berkeley residents first.

C. That the Contractor has the sole discretion to make all final hiring decisions.

IV Contractor also agrees:

A. To ensure that workers employed through this agreement are treated in a manner that is equal to all other employees.

B. To fully document the reason(s) for not hiring persons referred by Union Halls or workforce development agencies.

C. To ensure that job specifications/requirements accurately reflect job functions.

D. To designate a qualified representative of the Contractor and each Subcontractor who will be the responsible party for implementation and compliance with the goals, objectives and responsibilities specified in this agreement. Contractor will inform the City of the designated representative(s) at the Non-Discrimination Conference.

E. To provide to the City, upon request, information on the employment status of First Source placements, and reason for separation if employee is terminated.
CITY OF BERKELEY
FIRST SOURCE AGREEMENT
(continued)

The above First Source Agreement provisions shall apply for the duration of covered contracts. Covered contracts are all construction projects over $100,000, and shall include all subcontracts.

I declare the foregoing to be true and correct under penalty of perjury.

Signed: _______________________________ Date: _______________

Title: ____________________________________________________________________

Company: __________________________________________________________________

________________________________________ Date: _______________

City Engineer or designee
CITY OF BERKELEY
AGREEMENT TO BE BOUND FORM

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project’s Community Workforce Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.

2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier to it, and from any successors, a duly executed Agreement to be bound in form identical to this document.

4. Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule “A” of Agreement.

Date: __________________________________________________________

Company Name: __________________________________________________________

Name of Prime contractor or Higher Level Subcontractor:

____________________________________________________________________

Name of Project: _______________________________________________________

Signature: _____________________________________________________________

Print Name: ___________________________________________________________

Title: _________________________________________________________________

Contractor’s License #: _________________________________________________

Motor Carrier Permit (CA) #: _____________________________________________
CITY OF BERKELEY  
CWA HIRING PLAN  
(to be submitted prior to Notice to Proceed date)

Name of Project: Sanitary Sewer Rehabilitation – NEILSON ST, THOUSAND OAKS BLVD, ET AL.

Name of Company Reporting: ________________________________________________________________

Name of Person Completing Form: ___________________________________________________________

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Core/Current Or TBD*</th>
<th>Employee Address</th>
<th>City &amp; Zip Code</th>
<th>Trade</th>
<th>Estimated Hours on Project</th>
<th>Journey or Apprentice and Period</th>
<th>Pay Rate</th>
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*If employee is TBD please enter the trade & planned hours only, and re-submit form with names and addresses after workforce is determined.

Signatory to union: ☐ Yes ☐ No  If yes, please list trades: ________________________________

Comments: ____________________________________________________________________________

Delfina Geiken, Employment Programs Administrator  
2180 Milvia Street, 2nd floor  
Berkeley, CA 94704  
dgeiken@cityofberkeley.info

A36